

Index of Exhibits to
Defendant Tako LLC's Motion to Dismiss and Motion to Deem Plaintiff a Vexatious Litigant

Exhibit A	Declaration of Qingwen Kong
Exhibit B	Residential Lease Agreement
Exhibit C	Bankruptcy Case Search Results
Exhibit D	Order Granting in Part and Denying in Part Motion to Dismiss Bankruptcy Case with Prejudice and for Injunction Against Future Filing
Exhibit E	Thirty-Day Notice to Quit
Exhibit F	Application to Proceed in Forma Pauperis
Exhibit G	Answer to Complaint for Unlawful Detainer
Exhibit H	Order Granting Motion to Dismiss
Exhibit I	Coversheet Notice of Removal to Federal Court
Exhibit J	Order Vacating Hearing and Continuing Stay Under Federal Removal

EXHIBIT A

**DECLARATION OF QINGWEN KONG IN SUPPORT OF MOTION TO DISMISS AND
MOTION TO DEEM PLAINTIFF A VEXATIOUS LITIGANT**

1. I, Qingwen Kong have personal knowledge of the truth of the facts contained in this Declaration and of the accuracy and authenticity of the documents attached hereto and referenced herein, except for those stated upon information and belief. I make this declaration under penalty of perjury under the laws of the State of Nevada. If called to testify about the facts and documents referenced herein, I could do so.
2. I am a managing member of Tako, LLC (hereinafter “Tako”) which is the Defendant in the above-captioned matter.
3. Tako owns the real property located at 6681 Tara Avenue, Las Vegas, Nevada 89146.
4. On or about March 15, 2018, Tako entered into a Residential Lease Agreement (“Lease”) with Mr. Colvin and his spouse Monique Colvin (hereinafter the “Colvins”) for a two (2) year period beginning on April 1, 2018 and ending on March 31, 2020.
5. Pursuant to the Lease, the Colvins agreed to pay Tako monthly rent in the amount of Two Thousand Six Hundred Forty Dollars (\$2,640.00).
6. On or about June 1, 2019, ten (10) months before the end of the Lease period, the Colvins breached the Lease, and stopped paying monthly rent of \$2,640.00 to Tako.
7. To date, Tako is owed thirty-nine (39) months of rent from June 1, 2019 to September 1, 2022. Thus, to date, the Colvins owe to Tako a total of \$102,960.00 (\$2,640.00 per month x 39 months = \$102,960.00) in base rent.
8. The Colvins last paid rent in May of 2019, ten (10) months prior to the expiration of the Lease, as it terminated on March 31, 2020. On or about June 1, 2019, the Colvins breached the Lease and failed to pay Tako the monthly rent of \$2,640.00, thus, Tako did not renew the Lease when it expired on or after March 31, 2020.
9. Since June 1, 2019, nine (9) months prior to the COVID-19 shutdown in Nevada, the Colvins have failed to make any rental payments to Tako, while Tako has had the financial burden of paying to maintain the Property, including its Property Manager, real property taxes, insurance, and other expenses.
10. Colvins have never had any ownership interest in the Property at issue but have solely been tenants of the Property.
11. Since the Colvins’ breach, Tako has repeatedly attempted to evict the Colvins, however, the Colvins have used various means to delay the proceedings and remain in possession of the Property without paying rent. Mr. Colvin repeatedly filed bankruptcy, fraudulently filed CHAPS applications, or removed the eviction cases to federal court when a hearing

was almost upon us or when the constable was about to lock the Colvins out.

12. One such removal attempt occurred on or about July 21, 2021, Mr. Colvin removed the justice court lawsuit to this Court (Case No. 2:21-cv-01373-APG-BNW) in order to further delay Tako's eviction attempts. On The Court dismissed said case on the basis that the complaint did not state a claim upon which relief could be granted.
13. After the dismissal of the previous federal case, Tako reinitiated eviction proceedings but was stopped again by Mr. Colvin's most recent bankruptcy attempt.
14. Unbeknownst to Tako, Mr. Colvin commenced the present matter by filing his complaint and jury demand on January 18, 2022.
15. Never at anytime during the pendency of the instant case has Mr. Colvin served a copy of the complaint and summons on Tako.
16. It was only as part of some of Mr. Colvin's recent filings in the Las Vegas Justice Court that Tako first became aware of the instant case.
17. Mr. Colvin has not only abused the bankruptcy and federal court processes, Mr. Colvin has attempted to use the Clark County CARES Housing Assistance Program ("CHAP") to avoid Tako's eviction attempts. Mr. Colvin has filed numerous CHAP applications in effort to subvert the eviction attempts.
18. Tako is suffering severe financial hardship as a result of Mr. Colvin's egregious abuses of processes to stay in the Property without paying rent.
19. Mr. Colvin has failed to maintain the Property and Tako has not only suffered a loss of rent but has incurred substantial fines from both the HOA and the county for Mr. Colvin's failure to maintain the landscaping.
20. Tako further has an ongoing obligation to make mortgage payments without the offset of Mr. Colvin's rent payments that have not been forthcoming for over three years.
21. Tako has been forced to incur a small fortune in eviction attempts, court fees, and legal expenses associated with Mr. Colvin's never-ending attempts to subvert the legal system.
22. At this point, my company is desperate to stop the bleeding and evict Mr. Colvin.

VERIFICATION OF DOCUMENTS

1. In addition to my testimony stated above under oath, I desire to identify and authenticate all documents associated with the filing of this Motion to Dismiss and Motion to Deem Plaintiff a Vexatious Litigant and more particularly all Exhibits.

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2. I declare under the threat of contempt and perjury that the documents I have identified as the Exhibits attached to the foregoing Motion are in fact documents that I have examined and reviewed and that I am familiar with their content and the circumstances within which they came into existence and were used, limited to the documents that arose from the underlying facts of this case.

FURTHER DECLARANT SAYETH NOT.

DATED this 12th day of September, 2022.

A handwritten signature in black ink, appearing to read 'Qingwen Kong', with a stylized, flowing script.

QINGWEN KONG

EXHIBIT B



RESIDENTIAL LEASE AGREEMENT



for

6681 Tara Ave Las Vegas NV 89146

(Property Address)

1. This AGREEMENT is entered into this 15th day of March, 2018 between
 OWNER'S Name: TAKO LLC, OWNER'S Name: _____
 (collectively hereinafter, "OWNER" and/or "LANDLORD") legal owner(s) of the property and
 TENANT's Name: Parnell Colvin TENANT's Name: wife: 503-3815158
 TENANT's Name: 503-490-6564 TENANT's Name: Monique
 (collectively, "TENANT"), which parties hereby agree to as follows:

2. PREMISES: LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to
 the terms and conditions of the lease, the Premises known and designated as 6681 Tara Ave
Las Vegas NV 89146 ("the Premises"). Premises Mail Box # _____,
 Parking Space # _____, Storage Unit # _____, Other _____.

3. TERM: The term hereof shall commence on 04/01/18 and continue until 03/31/20, with
 a total rent of \$ 63,360.00, then on a month-to-month basis thereafter, until either party shall terminate
 the same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All
 calculation based on 30 day month), as governed by paragraph 23 herein

4. RENT: TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of
2,640.00 per month on the first day of each calendar month,
 at 6292 Spring Mountain Rd Las Vegas 89146 or at such other place as
 LANDLORD may designate in writing.

5. SUMMARY: The initial rents, charges and deposits are as follows:

	Total	Received	Balance Due
Rent: From <u>03/16/18</u> , To <u>03/31/18</u>	\$ <u>1387</u>	\$ <u>1387</u>	\$ _____
Security Deposit	\$ <u>2600</u>	\$ <u>2600</u>	\$ _____
Key Deposit	\$ <u>50</u>	\$ <u>50</u>	\$ _____
Admin/Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ <u>300</u>	\$ <u>300</u>	\$ _____
Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Additional Security	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer/Trash Proration	\$ <u>40</u>	\$ <u>40</u>	\$ _____
Pre-Paid Rent	\$ _____	\$ _____	\$ _____
Pro-Rated Rent for _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <u>4377.00</u>	\$ <u>4377.00</u>	\$ _____

6. ADDITIONAL MONIES DUE:

Tenant need to pay rent on April 1, 2018 for \$2640 (2600+40), Tenant
 agrees to take care the pool, front yard and backyard by tenant
 self.

Property 6681 Tara Ave Las Vegas NV 89146
 Owner's Name TAKO LLC Owner's Name _____
 Tenant Parnell Colvin Initials PC Tenant _____ Initials _____
 Tenant 503-490-6564 Initials _____ Tenant _____ Initials _____

1
2 **7. ADDITIONAL FEES:**
3

4 **A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of
5 \$ 75 plus \$ 20 per day for each day after 3 days that the sum was due. Such amounts shall
6 be considered to be rent.
7

8 **B. DISHONORED CHECKS:** A charge of \$ 75 shall be imposed for each dishonored check made by
9 TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a
10 returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby
11 agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments
12 tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT
13 failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the
14 criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds
15 and which is tendered for the purpose of committing a fraud upon a creditor.
16

17 **C. ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall
18 become additional rent. **Payments will be applied to charges which become rent in the order accumulated.** All
19 unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills,
20 utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning
21 of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the
22 initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as
23 a waiver of any default of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the
24 right to exercise any other rights and remedies under this Agreement or as provided by law.
25

26 **8. SECURITY DEPOSITS:** Upon execution of this Agreement,
27

28 TENANT's Name: Parnell Colvin TENANT's Name: 503-490-6564
29 TENANT's Name: _____ TENANT's Name: _____

30 shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. **TENANT shall not apply the**
31 **Security Deposit to, or in lieu of, rent.** At any time during the term of this Agreement and upon termination of the
32 tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due
33 LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of
34 TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease
35 term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide
36 TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of
37 surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a
38 forwarding address to prevent a delay in receiving the accounting and any refund. At the termination of this
39 agreement, the TENANT identified in this paragraph will be refunded the remaining security deposit (if any). In the
40 event of damage to the Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may
41 use funds from the deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining
42 costs. (In addition to the above, to be refundable, property must be professionally cleaned to include carpets and all
43 hard surface flooring including tile and grout.) Upon request by Landlord, Tenant must furnish receipts for
44 professional cleaning services.

45 **9. CONDITION OF PREMISES:** TENANT agrees that TENANT has examined the Premises, including the
46 grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good
47 repair, safe, clean, and rentable condition.

Property <u>6681 Tara Ave</u>			<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>			Owner's Name _____		
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>		Tenant _____	Initials _____	
Tenant <u>503-490-6564</u>	Initials _____		Tenant _____	Initials _____	

10. **TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

11. **EVICTON COSTS:** TENANT shall be charged an administrative fee of \$ 375 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related fees according to actual costs incurred.

12. **CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

<u>1</u> Door key(s)	<u>1</u> Garage Transmitter/Fob(s)	<u> </u> Pool Key(s)
<u>1</u> Mailbox key(s)	<u> </u> Gate Card/Fob(s)	<u> </u> Other(s) <u> </u>
<u> </u> Laundry Room key(s))	<u> </u> Gate Transmitter/Fob(s)	<u> </u> Other(s) <u> </u>

TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.

13. **CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the attic crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. **OCCUPANTS:** Occupants of the Premises shall be limited to 6 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:

Parnell Colvin, Monique, Malaysia, Elilah, Parnell JR, Annastashia

15. **GUESTS:** The TENANT agrees to pay the sum of \$ 10.00 per day for each guest remaining on the Premises more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 30 days.

16. **UTILITIES:** TENANT shall immediately connect all utilities and services of premises upon commencement of lease. TENANT is to pay when due all utilities and other charges in connection with TENANT's individual rented premises. Responsibility is described as (T) for TENANT and (O) for Owner:

Electricity <u>T</u>	Trash <u>T</u>	Trash Can Rental: <u>T</u>	Phone <u>T</u>
Gas <u>T</u>	Sewer <u> </u>	Cable <u>T</u>	Other <u> </u>
Water <u>T</u>	Septic <u>T</u>	Association Fees <u>N/A</u>	Other <u> </u>

a. TENANT is responsible to connect the following utilities in TENANT'S name: ALL

Property <u>6681 Tara Ave</u>	<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>	Owner's Name <u> </u>		
Tenant <u>Parnell Colvin</u>	Tenant <u> </u>	Initials <u>PC</u>	Initials <u> </u>
Tenant <u>503-490-6564</u>	Tenant <u> </u>	Initials <u> </u>	Initials <u> </u>

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly for the entire term of the lease: _____

N/A

c. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and restore the subject property to its original condition at the termination of this Agreement.

d. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services company and shall pay all costs associated therewith.

e. TENANT shall not default on any obligation to a utility provider for utility services at the Property. Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME OWNER'S ASSOCIATION DUES. TENANT must show all utilities giving service to said property have a zero balance upon move out.

f. Other: _____

17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's written request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture.

18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD'S BROKER/DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph 21. TENANT further agrees to pay an immediate fine of \$ 300. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

(This Space Intentionally Left Blank)

Property <u>6681 Tara Ave</u>			
Owner's Name <u>TAKO LLC</u>		Owner's Name <u>Las Vegas</u>	NV <u>89146</u>
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant _____	Initials _____
Tenant <u>503-490-6564</u>	Initials _____	Tenant _____	Initials _____

19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:
N/A

TENANT shall not conduct nor permit any work on vehicles on the premises without the express written consent of the Owner.

20. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD, TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or improvements if requested by LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.

21. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies available.

a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD/Owner may give an Attorney or a Collection Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any liability in relation to the release of any personal information to these entities.

22. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

Property	<u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name	<u>TAKO LLC</u>		Owner's Name	<u></u>	
Tenant	<u>Parnell Colvin</u>	Initials <u>AC</u>	Tenant	<u></u>	Initials <u></u>
Tenant	<u>503-490-6564</u>	Initials <u></u>	Tenant	<u></u>	Initials <u></u>

- a. ABANDONMENT. LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended absence.
- b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting.
- LANDLORD also may dispose of any of TENANTs abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

23. NOTICE OF INTENT TO VACATE: TENANT shall provide notice of TENANT's intention to vacate the Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10 %.

24. TERMINATION: Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted.

25. EMERGENCIES: The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: Carol 702-488-5563, Vivian 702-302-1530

26. MAINTENANCE: TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of \$ 100. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

- a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

Property	<u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name	<u>TAKO LLC</u>		Owner's Name		
Tenant	<u>Parnell Colvin</u>	Initials <u>AC</u>	Tenant		Initials
Tenant	<u>503-490-6564</u>	Initials	Tenant		Initials

- b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.
- c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.
- d. There _____ is ~~OR~~ **x** is not a landscape contractor whose name and phone number are as follows:

In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system in good condition.

In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

- e. There _____ is ~~OR~~ **x** is not a pool contractor whose name and phone number are as follows:

In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

- f. Smoking _____ will or **x** will not be permitted in or about the Premises. TENANT will be charged any costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

27. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

Property <u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>		Owner's Name _____		
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant _____	Initials _____	
Tenant <u>503-490-6564</u>	Initials _____	Tenant _____	Initials _____	

a. **DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD's agent may display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic keybox to show the Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation necessary to facilitate the use of a lockbox.

28. ASSOCIATIONS: Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). [] [] []

29. INVENTORY: It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Spa Equipment
<input checked="" type="checkbox"/> Stove	<input type="checkbox"/> Alarm System	<input type="checkbox"/> Auto Sprinklers
<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Auto Garage Openers
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Ceiling Fans	<input type="checkbox"/> BBQ
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Conditioner Equip.	<input type="checkbox"/> Solar Screens
<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Pool Equipment
<input checked="" type="checkbox"/> Garage Opener	<input type="checkbox"/> Gate Remotes	<input type="checkbox"/> Carpet
<input type="checkbox"/> Trash Can(s) (circle one) owner provided / trash service provided		
<input checked="" type="checkbox"/> Floor Coverings (specify type) <u>hard wood, Tile, Carpet</u>		
<input checked="" type="checkbox"/> Window Coverings (specify type) <u>Blind</u>		
_____	_____	_____
_____	_____	_____

TENANT acknowledges that any appliances that are on the premises are for TENANTs use and convenience; however, in the event of a breakdown of said appliance(s) TENANT acknowledges that property manager, LANDLORD and or the owners are not responsible for any damages caused to TENANTs personal property, to include spoilage of food, beverage or clothing etc. as a result of said appliance break down.

(This Space Intentionally Left Blank)

Property <u>6681 Tara Ave</u>	<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>	Owner's Name _____		
Tenant <u>Parnell Colvin</u>	Tenant _____	Initials <u>PC</u>	Initials _____
Tenant <u>503-490-6564</u>	Tenant _____	Initials _____	Initials _____

30. **INSURANCE:** TENANT X is -OR- _____ is not required to purchase renter's insurance. LANDLORD BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANT's negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

TENANT hereby acknowledges that the OWNER of the subject property does X or does not _____ have homeowner's insurance. TENANT agrees to cooperate with homeowner and homeowner's insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER's insurance coverage under said policy.

31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments. In addition continuing violations of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing HOA violations shall be grounds for eviction.

32. **ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises _____ will -OR- X will not be freshly painted before occupancy. If not freshly painted, the Premises _____ will -OR- X will not be touched up before occupancy. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than 2 business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.

Property	<u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name	<u>TAKO LLC</u>		Owner's Name	_____	
Tenant	<u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant	_____	Initials _____
Tenant	<u>503-490-6564</u>	Initials _____	Tenant	_____	Initials _____

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.

i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

33. CHANGES MUST BE IN WRITING: No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

34. CONFLICTS BETWEEN LEASE AND ADDENDUM: In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

35. ATTORNEY'S FEES: In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

36. NEVADA LAW GOVERNS: This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

37. WAIVER: Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

Property	6681 Tara Ave			Las Vegas	NV	89146
Owner's Name	TAKO LLC			Owner's Name		
Tenant	Parnell Colvin	Initials	AC	Tenant		
Tenant	503-490-6564	Initials		Tenant		

38. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

39. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

40. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same document and all counterparts and copies will be construed together and will constitute one and the same instrument.

41. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, _____ is a licensed real estate agent in the State(s) of _____, and has the following interest, direct or indirect, in this transaction: ☐ Principal (LANDLORD or TENANT) -OR- ☐ family relationship or business interest: _____

42. **CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

TENANT's Brokerage: _____ Broker's Name: _____
 DESIGNATED PROPERTY MANAGER
 Agent's Name: Xing R Mao Agent's License # _____
 Address: 6292 Spring Mountain Rd # 105 Las Vegas NV 89146
 Phone: 702-248-1818 Fax: 702-253-7184 Email: vivianutg@hotmail.com

LANDLORD's Brokerage: _____ Broker's Name: _____
 DESIGNATED PROPERTY MANAGER
 Agent's Name: _____ Agent's License # _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____

43. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKERAGE: _____ BROKER _____
 DESIGNATED PROPERTY MANAGER _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____

TENANT: Parnell Colvin 503-490-6564
 Address: _____
 Phone: _____ Fax: _____ Email: _____

Property <u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>		Owner's Name _____		
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant _____	Initials _____	
Tenant <u>503-490-6564</u>	Initials _____	Tenant _____	Initials _____	

44. **MILITARY PROVISION:** IN THE EVENT the TENANT is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which warrants termination under this clause. The TENANT will pay prorated rent for any days (he/she) occupy the premises past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no damages to the premises, as described by law.

45. **ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other information:


- A. ☐ Lease Addendum for Drug Free Housing
- B. ☐ Lease Addendum for Illegal Activity
- C. ☐ Smoke Detector Agreement
- D. ☐ HOA Rules and Regulations
- E. ☐ Other: _____
- F. ☐ Other: _____
- G. ☐ Other: _____
- H. ☐ Other: _____

46. **ADDITIONAL TERMS AND CONDITIONS:**

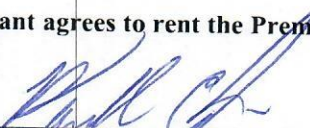
The Owner holding all the tenant security deposit.
 The owner has agreed to release said security deposit to the tenant within a 30 day(end of the lease date) Said property has been maintained according to the property condition report or written, itemized account of the disposition of security deposit to the tenant.
 Tenant hereby acknowledges property management is with Vivian.
 Final inspection of side property. Please contact Carol Pang:702-488-5563
 Vivian:702-302-1530
 Landlord will not allow anybody smoke inside of the premises.
 The landlord has the right to enter the property prior 24 hours notice to the tenant.
 Tenant needs to take care the front yard and backyard.
 Tenant needs to replace AC filter every month.
 Tenant agrees to take care the pool, front yard and backyard by tenant self.
 It is tenant's responsibility to follow all the HOA rules and take care the violation letter and fines.
 Tenant must keep the house clean and in good condition.

Property <u>6681 Tara Ave</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Owner's Name <u>TAKO LLC</u>		Owner's Name _____		
Tenant <u>Parnell Colvin</u>	Initials <u>AC</u>	Tenant _____	Initials _____	
Tenant <u>503-490-6564</u>	Initials _____	Tenant _____	Initials _____	

Landlord agrees to rent the Premises on the above terms and conditions.


 LANDLORD/OWNER 03/15/2018 LANDLORD/OWNER
 OR Authorized Signatory DATE OR Authorized Signatory DATE
 TAKO LLC
 PRINT NAME PRINT NAME

Tenant agrees to rent the Premises on the above terms and conditions.


 TENANT'S SIGNATURE 03/15/2018 TENANT'S SIGNATURE
 Parnell Colvin DATE DATE
 PRINT NAME 503-490-6564 PRINT NAME
 PRINT NAME PRINT NAME
 TENANT'S SIGNATURE DATE TENANT'S SIGNATURE DATE
 PRINT NAME PRINT NAME

Real Estate Brokers and Designated Property Managers:

- A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 41 are not parties to this Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 42.

Property 6681 Tara Ave Las Vegas NV 89146
 Owner's Name TAKO LLC
 Tenant Parnell Colvin Initials PC Owner's Name
 Tenant 503-490-6564 Initials Tenant Initials

EXHIBIT C

Select a Case

There were 8 matching persons.

There were 9 matching cases.

Name	Case No.	Case Title	Chapter / Lead BK case	Date Filed	Party Role	Date Closed
COLVIN, PARNELL (pty) (1 case)	19-13142-mkn	PARNELL COLVIN	7	05/17/19	Debtor	07/25/19
COLVIN, PARNELL III (pty) (1 case)	15-12810-leb	PARNELL COLVIN, III	7	05/15/15	Debtor	07/21/15
COLVIN, PARNELL (pty) (1 case)	21-14974-abl	PARNELL COLVIN	7	10/18/21	Debtor	06/27/22
COLVIN, PARNELL (pty) (1 case)	15-16662-mkn	PARNELL COLVIN	7	11/30/15	Debtor	03/11/16
COLVIN, PARNELL (pty) (1 case)	22-11413-abl	PARNELL COLVIN	7	04/22/22	Debtor	08/17/22
COLVIN, PARNELL (pty) (1 case)	17-10614-mkn	PARNELL COLVIN	7	02/13/17	Debtor	12/05/17
COLVIN, PARNELL SR (pty) (1 case)	21-12012-abl	PARNELL SR COLVIN	7	04/21/21	Debtor	08/09/21
COLVIN, III, PARNELL (pty) (2 cases)	19-14597-mkn	PARNELL COLVIN, III	7	07/18/19	Debtor	12/05/19
	19-16459-mkn	PARNELL COLVIN, III	7	10/04/19	Debtor	01/23/20

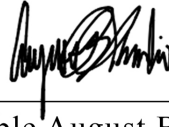
PACER Service Center

Transaction Receipt

09/09/2022 11:45:08

PACER Login:	GeorgRobinbg	Client Code:	Qingwen Kong
Description:	Search	Search Criteria:	LName: Colvin FName: Parnell
Billable Pages:	1	Cost:	0.10

EXHIBIT D



Honorable August B. Landis
United States Bankruptcy Judge



Entered on Docket
August 01, 2022

KRISTINA L. HILLMAN, Bar No. 7752
SEAN W. McDONALD, Bar No. 12817
WEINBERG, ROGER & ROSENFELD
A Professional Corporation
3199 E. Warm Springs Road, Suite 400
Las Vegas, Nevada 89120
Telephone (702) 508-9282
Fax (510) 337-1023
E-Mail: khillman@unioncounsel.net
smcdonald@unioncounsel.net
bankruptcycourtnotices@unioncounsel.net

Attorneys for Creditor, Laborers' International
Union of North America, Local 872

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

PARNELL COLVIN,

Debtor(s).

Case No. BK-22-11413-abl

Chapter 7

**ORDER GRANTING IN PART AND
DENYING IN PART MOTION TO
DISMISS BANKRUPTCY CASE WITH
PREJUDICE AND FOR INJUNCTION
AGAINST FUTURE FILING**

Hearing Date: July 6, 2022

Hearing Time: 9:30 a.m.

Courtroom: Remote

The Court, having reviewed and considered the Motion to Dismiss Bankruptcy Case with Prejudice and for Injunction Against Future Filing ("Motion"), ECF No. 14, filed by Creditor, Laborers' International Union of North America, Local 872 ("Union"), by and through its counsel of record, Sean W. McDonald of Weinberg, Roger & Rosenfeld, A Professional Corporation;

1 having reviewed and considered all the pleadings and papers filed in support of the Motion;
2 having conducted a hearing with respect to the Motion on July 6, 2022, at 9:30 a.m., with Sean W.
3 McDonald of Weinberg, Roger & Rosenfeld, appearing on behalf of the Union in support of the
4 Motion, and Debtor Parnell Colvin and Chapter 7 Trustee Brian Shapiro also appearing as noted
5 on the record of such hearing; having found that adequate and proper notice of the Motion and of
6 such hearing was provided to the above-captioned Debtor, Parnell Colvin, and to parties in
7 interest; having noted on the record of such hearing that the Debtor failed to file a written
8 opposition to the Motion, but despite that failure the Court nonetheless heard from Debtor in
9 opposition to the Motion; the Court finding it has jurisdiction to proceed under 28 U.S.C. §§ 157
10 and 1334 and that this is a core proceeding under 28 U.S.C. § 157(b)(2); and having stated its
11 other findings of fact and conclusions of law on the record at the conclusion of such hearing,
12 pursuant to Fed. R. Bankr. P. 7052, made applicable to this contested matter by Fed. R. Bankr. P.
13 9014;

14 **NOW, THEREFORE**, good cause appearing, the Court **ORDERS** as follows:

15 **IT IS ORDERED** that the Motion is **GRANTED IN PART** and **DENIED IN PART** as
16 set forth herein.

17 **IT IS FURTHERED ORDERED** that the above-captioned bankruptcy case is
18 automatically dismissed by operation of Section 521(i)(1) of the Bankruptcy Code due to the
19 Debtor's failure to timely file all documents as required by Section 521(a)(1) of the Code.

20 **IT IS FURTHERED ORDERED** that the above-captioned bankruptcy case is also
21 dismissed, without prejudice, under Section 707(a) of the Code because, in addition to the
22 Debtor's failure to file all information required by Section 521(a)(1) of the Code, the Debtor's
23 history of nine previous failed bankruptcy petitions (ten counting this one) amounts to
24 unreasonable delay to all creditors that is prejudicial to creditors.

25 **IT IS FURTHERED ORDERED** that the Court declines Creditor Union's request to
26 impose a bar to refile at this time, for the reasons stated on the record. As detailed in the Court's
27 admonishments to the Debtor made on the record, the Court warns the Debtor that if Debtor files
28 another bankruptcy petition after this case, but fails to comply with his duties as a debtor as laid

1 out in the Bankruptcy Code and Federal Rules of Bankruptcy Procedure in that case, such as by
2 failing to timely obtain required credit counseling, failing to file a complete petition with all
3 complete required schedules and other documents in support of the petition, failing to attend the
4 meeting of creditors, or otherwise failing to properly prosecute the case, the Court will be inclined
5 to grant a bar to re-filing if a motion to dismiss is brought in a future case, for the reasons stated
6 on the record.

7 **IT IS FURTHERED ORDERED** that the Clerk of the Court shall close this case as
8 dismissed consistent with this Order.

9 Respectfully submitted by:

10 WEINBERG, ROGER & ROSENFELD
11 A Professional Corporation

12 By: /s/ Sean W. McDonald

13 Sean W. McDonald, Esq.

14 Nevada Bar No. 12817

15 3199 E Warm Springs Rd Ste 400

16 Las Vegas, NV 89120

17 *Attorney for Creditor Laborers' International*

18 *Union of North America, Local 872*

19 153769\1287698

LR 9021 CERTIFICATION

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that:

- ☒ The court has waived the requirement set forth in LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 29th day of July, 2022.

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: /s/ Sean W. McDonald

KRISTINA L. HILLMAN, Bar No. 7752
SEAN W. McDONALD, Bar No. 12817

Attorneys for Creditor, Laborers' International
Union of North America, Local 872

###

EXHIBIT E

THIRTY-DAY "NO CAUSE" NOTICE TO QUIT (NRS 40.251)

TO: PARNELL COLVIN, ETAL
Tenant(s) Name(s)

6681 TARA AVE
Address
LAS VEGAS, NV 89146
City, State, Zip Code

FROM: TAKO LLC

Landlord's Name

215 E WARM SPRINGS RD #109
Address
LAS VEGAS, NV 89119
City, State, Zip Code
702-896-8995
Telephone Number

Date of Service: 06/02/21

PLEASE TAKE NOTICE that you are hereby required to vacate the premises within thirty (30) calendar days following the Date of Service of this notice. If you do not comply with this notice, your possession of the premises will be unlawful (called "unlawful detainer"), and your landlord may initiate an eviction against you by either serving you with a Five-Day Notice to Quit for Unlawful Detainer or a Summons and Complaint for Unlawful Detainer. If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order.

If you are sixty (60) years of age or older, or if you have a physical or mental disability, and your tenancy is not week-to-week, you may make a written request to your landlord to be allowed to continue in possession of the rental premises for an additional thirty (30) days past the expiration of this notice. You must provide your landlord with proof of your age or disability with your written request. If your landlord rejects your request, you have the right to petition the court to continue in possession of the rental unit for an additional thirty (30) days.

Pursuant to NRS 40.251, if you receive this notice during a government shutdown and you are a federal worker, tribal worker, state worker, or household member of such a worker, you may request to be allowed to continue in possession during the period commencing on the date on which a shutdown begins and ending on the date that is 30 days after the date on which the shutdown ends by submitting a written request for the extended period and providing proof that you are a federal worker, tribal worker, state worker, or household member of such a worker during a shutdown. The landlord who receives this request shall allow you to continue in possession for the period requested unless the court orders otherwise.

Pursuant to NRS 118A.390, you may seek relief if a landlord unlawfully removes you from the premises, or excludes you by blocking or attempting to block your entry upon the premises, or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or chapter 118A of the Nevada Revised Statutes.

YOU CAN OBTAIN INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES in this matter from the Civil Law Self-Help Center, which is located on the first floor of the Regional Justice Center in downtown Las Vegas, or on its website, www.CivilLawSelfHelpCenter.org.

DECLARATION OF SERVICE

On (insert date of service) JUN 02 2021, I served this notice in the following manner (check only one):

- ☐ By delivering a copy to the tenant(s) personally.
- ☐ Because the tenant(s) was absent from tenant's place of residence, by leaving a copy with (insert name or physical description of person served) _____, a person of suitable age and discretion, AND mailing a copy to the tenant(s) at tenant's place of residence.
- ☒ Because neither tenant nor a person of suitable age or discretion could not be found there, by posting a copy in a conspicuous place on the property, AND mailing a copy to the tenant(s) at the place where the property is situated.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

JUN 02 2021 Kevin Dunn R-2019-03009/NV#1711
(Date) (Server's Name) (Server's Badge/License #) (Server's Signature)

¹ A server who does not have a badge or license number may be an agent of an attorney licensed in Nevada. Notices served by agents must also include an attorney declaration as proof of service.



Certificate of Mailing – Firm (Domestic)

Name and Address of Sender VVE 215 E WARM SPRINGS RD #109 LAS VEGAS, NV 89119	Total No. of pieces listed by Sender 26	Total No. of pieces received at Post office 26	Postmaster, Per (Signer)
---	--	---	---------------------------------

U.S. POSTAGE PAID
LAS VEGAS, NV
89199
JUN 02, 2021
AMOUNT
\$11.44
R2307M152619-48



6500

	Address		Address
1	BRANDY PROVENZANO, ETAL 113 WOODLEY ST LAS VEGAS, NV 89106	14	RUDY ARAUJO, AUTUMN HUERTA, ETAL 3059 KEY LARGO DR #204 LAS VEGAS, NV 89120
2	SAMAICA DAVIS, ETAL 4300 W LAKE MEAD BLVD #202 LAS VEGAS, NV 89108	15	LARRY GORDON WENTZKY, ETAL 4505 PARADISE RD #3125 LAS VEGAS, NV 89169
3	JOSE RUIZ, CINDY EVANGELISTA, ETAL 1387 STILLWATER BRIDGE ST LAS VEGAS, NV 89142	16	NICOLE CHARLOTTE ANDERSON, ETAL 4505 PARADISE RD #3221 LAS VEGAS, NV 89169
4	SAVANNAH LIN ROSA, RONALD ROSA, ETAL 2153 GRAVEL HILL ST #104 LAS VEGAS, NV 89117	17	KEAIRA BELVINS, ETAL 831 S 3RD ST #9 LAS VEGAS, NV 89101
5	PATRICIA A. LOREE, JOHN NEVAREZ, ETAL 6628 IRONBOUND BAY AVE LAS VEGAS, NV 89139	18	WENDY DELGADO, ETAL 4537 DENNIS WAY LAS VEGAS, NV 89121
6	JEFFREY HEITNER, NICOLE LEE HEITNER, ETAL 3220 MALIBU VISTA ST LAS VEGAS, NV 89117	19	BRITTANY ANDERSON, JEREMIAH ANDERSON, ETAL 7221 EAGLE CREST ST LAS VEGAS, NV 89131
7	JENNIFER VARGAS, JUAN ALVARADO, ETAL 6432 BANNOCK WAY LAS VEGAS, NV 89107	20	RICHARD RUPPERT, ETAL 10511 HAYWOOD DR LAS VEGAS, NV 89135
8	PARNELL COLVIN, ETAL 6681 TARA AVE LAS VEGAS, NV 89146	21	RICHARD ABBINANTI, ETAL 831 S 3RD ST #6 LAS VEGAS, NV 89101
9	ERIC JIMENEZ, ETAL 1804 DAVID AVE LAS VEGAS, NV 89101	22	RYAN JUSTICE, ETAL 831 S 3RD ST #18 LAS VEGAS, NV 89101
10	ACC INDUSTRIES INC, JOHN SANCHEZ, ETAL 11090 BANDON DUNES CT LAS VEGAS, NV 89141	23	BIANCA DANIELLE STILL, ETAL 4505 PARADISE RD #6610 LAS VEGAS, NV 89169
11	TULAY BESLI, ETAL 840 KING RICHARD AVE #43 LAS VEGAS, NV 89119	24	FELIKS GALSTYAN, ETAL 2010 ALBERTI CT LAS VEGAS, NV 89117
12	ELLA HAWES, ETAL 4224 THYME AVE LAS VEGAS, NV 89110	25	MARTHA SANDOVAL, ETAL 3145 MOUNTAIN SPRING RD LAS VEGAS, NV 89146
13	DARIC DUNCAN, ETAL 436 ANATOLIA LN LAS VEGAS, NV 89145	26	HUILAN CUI, ETAL 9405 GREENVILLE AVE LAS VEGAS, NV 89134

EXHIBIT F

AAFWName: Parnell ColvinAddress: 6681 Tara AveCity, State, Zip: Las Vegas, Nv 89146Phone: (503) 490-6564Email: PC681@YAHOO.COM**JUSTICE COURT, LAS VEGAS TOWNSHIP
CLARK COUNTY, NEVADA**TAKO LLC

Plaintiff,

vs.

Parnell Colvin

Defendant.

CASE NO.: 21E014316DEPT: Department #: LVJC Civil Evictions**Application to Proceed in Forma Pauperis**

I am unable to pay the costs of prosecuting or defending this action. I request permission to proceed without paying costs or fees pursuant to NRS 12.015 based on the following:

1. **Public Assistance** includes Medicaid, Nevada Check Up, SNAP (food stamp assistance), TANF, Low-income energy assistance, Child Care & Development Fund assistance. Please indicate whether or not you receive one or more of the above listed benefits.
- ☐ Yes I receive one or more of the above listed benefits.
- ☒ No I do not receive any of the above listed benefits

2. **Household Members:** In my household there are 2 adults (over 18) and 4 children (under 18) for a total of 6 people.

3. **Income** includes employment (include tips/overtime), unemployment, retirement, pension, social security, child support. Please list all income for household member: (*all numbers should be after taxes are taken out*):

For each adult in the home, list net monthly income (*after taxes*):

My total income	\$ 1300
Household Adult #1 total income	\$0
Household Adult #2 total income	\$0
Household Adult #3 total income	\$0
Household Adult #4 total income	\$0
Household Adult #5 total income	\$0
HOUSEHOLD TOTAL	\$0

4. My basic monthly expense include: Fill out the chart below.

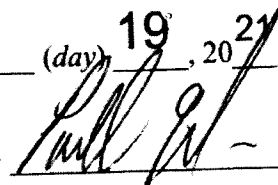
Rent / Mortgage	\$2600
Utilities (electric, gas, water, phone, other utilities)	\$500
Food	\$500
Child care	\$0
Medical expenses (health insurance, co-pays, out of pocket expenses)	\$0
Transportation (bus fare, car, gas, insurance)	\$300
Other:	\$
TOTAL	\$3900

5. Other Compelling Reason. Explain why you cannot pay the filing fee.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED (month) JULY (day) 19, 2021.

Submitted By: (Signature) ▶



Printed Name: Parnell COLVIN

FOR COURT USE ONLY

Upon consideration of the movant's Application to Proceed in Forma Pauperis, and good cause appearing therefore,

☒ The Application to Proceed in Forma Pauperis is **GRANTED**. The applicant shall be permitted to proceed with fees and costs waived in this action as permitted by NRS 12.015.

- ☐ The Application to Proceed in Forma Pauperis is **DENIED** for the following reasons:
- ☐ The applicant is not indigent within the meaning of NRS 12.015
 - ☐ The application was incomplete or not legible.


Deputy Clerk: J. Aquirre

7/19/2021

Date

Justice of the Peace/Clerk of Court

EXHIBIT G

JUSTICE COURT, TOWNSHIP OF LAS VEGAS
CLARK COUNTY, NEVADAPlaintiff's
Name:

TAKO LLC

Plaintiff,

vs.

Case No.: 21E014316

Dept No.: Department #: LVJC Civil Evictions

Defendant's
Name:

Parnell Colvin

Address:

6681 Tara Ave

City, State, Zip:

Las Vegas, Nv 89146

Phone:

(503) 490-6564

E-Mail:

PC681@YAHOO.COM

Defendant.

ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER

Defendant, appearing in proper person, answers the Complaint for Unlawful Detainer filed by Plaintiff in this case as follows (transfer each paragraph number from Plaintiff's complaint onto one of the lines below to indicate whether you admit, deny, or do not have enough information to answer the allegations in that paragraph):

1. I ADMIT the allegations contained in the following paragraphs of Plaintiff's Complaint for Unlawful Detainer: _____

2. I DENY the allegations contained in the following paragraphs of Plaintiff's Complaint for Unlawful Detainer: Yes I deny the allegations.

3. I DO NOT HAVE ENOUGH KNOWLEDGE OR INFORMATION to form a belief about the truth of the allegations in the following paragraphs of Plaintiff's Complaint for Unlawful Detainer: _____, and I deny them on that basis.

AFFIRMATIVE DEFENSES

(Check the box next to the type of eviction notice you received, if any, and the box next to each defense that applies to your case:)

- ☐ 4. I received a Three-Day Notice to Quit Following Sale and/or a Notice of Change of Ownership and a complaint that claims the premises where I live have been sold. I am the (check one box) ☐ former owner, ☐ tenant of the former owner, ☐ other occupant (explain) _____ of the premises.

I believe I have the following defenses:

- ☐ Plaintiff failed to comply with NRS 40.255 or other requirement of Chapter 40 of the

Nevada Revised Statutes.

☐ Plaintiff failed to comply with Chapter 107 of the Nevada Revised Statutes governing sales made after foreclosure or pursuant to power granted in a deed of trust.

☒ Other defense (state your defense and the facts that support it): _____

☐ 5. I received a Five-Day Notice to Pay Rent or Quit and a complaint that claims I owe rent. I believe I have the following defenses:

☐ I paid my rent in full.

☒ I offered to pay my rent, but Plaintiff refused to accept it.

☐ Plaintiff accepted partial payment of my rent.

☐ (To raise this defense, you must deposit your rent into the court's rent escrow account.) I gave Plaintiff written notice describing Plaintiff's failure to maintain my rental unit in a habitable condition. Plaintiff did not fix, or make a reasonable effort to fix, the habitability problem within 14 days after my notice. So I am withholding payment of rent.

☐ (To raise this defense your rent must have been current at the time you gave written notice to Plaintiff.) I gave Plaintiff written notice of an "essential services" problem at my rental unit (heat, air conditioning, running or hot water, electricity, gas, a working door lock, or other essential item or service). Plaintiff did not fix, or make a reasonable effort to fix, the problem within 48 hours after my notice. So I am withholding payment of rent.

☐ I corrected a habitability problem at my rental unit and am deducting the cost from my rent after giving Plaintiff an itemized statement. I gave Plaintiff written notice of the habitability problem and stated my intention to repair. Plaintiff did not fix the problem within 14 days after my notice.

☒ Other defense (state your defense and the facts that support it): Notices are in violation of federal law plaintiff never got permission to lift stay before serving the notices and I am still covered by CDC eviction moratorium.

☐ 6. I received a Three-Day Notice to Quit and a complaint that claims that I committed nuisance or waste, am improperly assigning/subletting or conducting an unlawful business, or that I violated controlled substance laws. I believe I have the following defenses:

☐ The acts described in the complaint do not meet the legal definition of "nuisance" under NRS 40.2514(4).

☐ Other defense (state your defense and the facts that support it): _____

☐ 7. I received a Five-Day Notice to Perform Lease Condition or Quit and a complaint that claims I have violated my lease. I believe I have the following defenses:

☐ I fixed (or "cured") the alleged violation of my lease agreement within three days of Plaintiff's notice to me.

☒ Other defense (state your defense and the facts that support it): Plaintiff has violated federal laws so under TITLE 28 USC SECTION 1414. I will be removing to federal court, Once I get case number I will file notice with this court.

☐ 8. I received a Seven-Day or Thirty-Day "No Cause" Notice to Quit. I believe I have the following defenses:

☐ My lease agreement has not expired and will not expire until (insert date) _____

☐ My lease agreement has expired, but Plaintiff renewed my tenancy by accepting rent for a new rental period and/or entering into a new lease agreement.

☐ I received a thirty-day notice to quit and am 60 years of age or older or have a physical or mental disability, and I submitted a written request to Plaintiff (along with proof of my age or disability) on (insert date) _____, asking to continue in possession for an additional 30 days. Plaintiff (check one) ☐ approved my request on (insert date) _____, ☐ rejected my request, or ☐ has not responded to my request.

☐ Other defense (state your defense and the facts that support it): _____

- ☐ 9. This action is brought in violation of the Federal Fair Housing Act or Nevada laws forbidding discrimination in housing.
- ☐ 10. This action is brought in violation of NRS 118A.510, which prohibits a landlord from terminating a tenancy in retaliation for a tenant having engaged in certain protected acts.
- ☐ 11. Plaintiff's eviction notice to me did not comply with Nevada law or was not served on me as required by NRS 40.280.
- ☐ 12. Other defense (state your defense and the facts that support it): _____

THEREFORE, I request that Plaintiff take nothing requested in Plaintiff's complaint.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

07/19/2021

(Date)

Parnell Colvin

(Type or Print Name)

(Signature)

VERIFICATION

(PER NRS 15.010)

Under penalties of perjury, I declare that I am the Defendant named in this Answer to Complaint for Unlawful Detainer and know the contents of the answer; that the answer is true of my knowledge, except as to those matters stated on information and belief, and that as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

07/19/2021

(Date)

Parnell Colvin

(Type or print name)

(Signature)

CERTIFICATE OF SERVICE

I CERTIFY that on *(insert date answer was served)* 07/19/2021, I served the
ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER, pursuant to JCRCP 5(b), by the
 following method *(check one box)*:

- ☒ Depositing a copy of the answer in the United States Mail, postage prepaid, to the address listed below *(below insert name and mailing address of Plaintiff or Plaintiff's attorney)*.
- ☐ Delivering, by hand delivery, a copy of the answer to the address listed below and leaving it (i) with Plaintiff or Plaintiff's attorney; (ii) at the office of Plaintiff or Plaintiff's attorney with a person in charge or, if there is no one in charge, in a conspicuous place; or (iii) at Plaintiff's dwelling house with a person of suitable age and discretion residing there *(below insert name and mailing address of Plaintiff, Plaintiff's attorney, or person of suitable age and discretion, as applicable)*.

Tako LLC

2411 Taragato Ave

Henderson, Nv

89052

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
 and correct.

07/19/2021

(Date)

Parnell Colvin

(Type or Print Name)


(Signature)

United States Bankruptcy Court

District of Nevada

Transaction Form

RECEIVED

2021 APR 21 A 10:25

Date: 09/12/22
U.S. BANKRUPTCY COURT
MARY A. SCHOTT, CLERK

RECEIVED

2021 APR 21 A 10:25

U.S. BANKRUPTCY COURT
MARY A. SCHOTT, CLERK

Please print clearly.

Name: PARDELL COLVIN SR

Case Number (if known): BK-21-12012-AB1

Email: PC661@YAHOO.COM

Phone: 702 287-6800

☒ New Case Filing

Circle one: Adversary Bankruptcy

☐ Payment (made out to United States Bankruptcy Court or USBC).

NOTE: We do not accept cash payments. Please obtain a money order or cashier's check. Payments, with name and case number, may be mailed to:

US Bankruptcy Court, 300 Las Vegas Blvd., Las Vegas, NV 89101

☐ Submitting Additional Documents

☒ Other:

please contact me via email and
cell number (702) 287-6800 immediately so I
can provide my case number to my
creditors thank you.

Parrell L. Sr.

THIRTY-DAY "NO CAUSE" NOTICE TO QUIT (NRS 40.251)

TO: PARNELL COLVIN, ETAL
Tenant(s) Name(s)
6681 TARA AVE
Address
LAS VEGAS, NV 89146
City, State, Zip Code

FROM: TAKO LLC
Landlord's Name
215 E WARM SPRINGS RD #109
Address
LAS VEGAS, NV 89119
City, State, Zip Code
702-896-8995
Telephone Number

Date of Service: 06/02/21

PLEASE TAKE NOTICE that you are hereby required to vacate the premises within thirty (30) calendar days following the Date of Service of this notice. If you do not comply with this notice, your possession of the premises will be unlawful (called "unlawful detainer"), and your landlord may initiate an eviction against you by either serving you with a Five-Day Notice to Quit for Unlawful Detainer or a Summons and Complaint for Unlawful Detainer. If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order.

If you are sixty (60) years of age or older, or if you have a physical or mental disability, and your tenancy is not week-to-week, you may make a written request to your landlord to be allowed to continue in possession of the rental premises for an additional thirty (30) days past the expiration of this notice. You must provide your landlord with proof of your age or disability with your written request. If your landlord rejects your request, you have the right to petition the court to continue in possession of the rental unit for an additional thirty (30) days.

Pursuant to NRS 40.251, if you receive this notice during a government shutdown and you are a federal worker, tribal worker, state worker, or household member of such a worker, you may request to be allowed to continue in possession during the period commencing on the date on which a shutdown begins and ending on the date that is 30 days after the date on which the shutdown ends by submitting a written request for the extended period and providing proof that you are a federal worker, tribal worker, state worker, or household member of such a worker during a shutdown. The landlord who receives this request shall allow you to continue in possession for the period requested unless the court orders otherwise.

Pursuant to NRS 118A.390, you may seek relief if a landlord unlawfully removes you from the premises, or excludes you by blocking or attempting to block your entry upon the premises, or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or chapter 118A of the Nevada Revised Statutes.

YOU CAN OBTAIN INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES in this matter from the Civil Law Self-Help Center, which is located on the first floor of the Regional Justice Center in downtown Las Vegas, or on its website, www.CivilLawSelfHelpCenter.org.

DECLARATION OF SERVICE

On (insert date of service) JUN 02 2021, I served this notice in the following manner (check only one):

- ☐ By delivering a copy to the tenant(s) personally.
- ☐ Because the tenant(s) was absent from tenant's place of residence, by leaving a copy with (insert name or physical description of person served) _____, a person of suitable age and discretion, AND mailing a copy to the tenant(s) at tenant's place of residence.
- ☐ Because neither tenant nor a person of suitable age or discretion could not be found there, by posting a copy in a conspicuous place on the property, AND mailing a copy to the tenant(s) at the place where the property is situated.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

JUN 02 2021 Kevin Dunn R-2019-03009/NV#1711 [Signature]
(Date) *(Server's Name)* *(Server's Badge/License #)¹* *(Server's Signature)*

¹ A server who does not have a badge or license number may be an agent of an attorney licensed in Nevada. Notices served by agents must also include an attorney declaration as proof of service.

FIVE-DAY NOTICE OF UNLAWFUL DETAINER (NRS 40.254)

TO: PARNELL COLVIN, ETAL*Tenant(s) Name(s)*6681 TARA AVE*Address*LAS VEGAS, NV 89146*City, State, Zip Code*FROM: TAKO LLC*Landlord's Name*215 E WARM SPRINGS RD #109*Address*LAS VEGAS, NV 89119*City, State, Zip Code*702-896-8995*Telephone Number*

YOU ARE GUILTY OF AN UNLAWFUL DETAINER. YOU ARE REQUIRED TO QUIT THE PREMISES.

YOU MAY CONTEST THIS NOTICE by filing an Affidavit (or Answer), no later than the fifth full judicial day¹ following the Date of Service of this notice, with the Justice Court for the Township of *(insert name of township where property is located)* LAS VEGAS, stating that you are not guilty of an unlawful detainer. The Justice Court is located at *(insert Justice Court's address)*:

200 LEWIS AVE LAS VEGAS, NV 89101

YOU CAN OBTAIN AN AFFIDAVIT/ANSWER FORM AND INFORMATION at the Civil Law Self-Help Center, located at the Regional Justice Center in downtown Las Vegas, or on its website, www.civillawselfhelpcenter.org.

If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order. You may request that the court stay the execution of the order for removal or nonadmittance for a period of no more than 10 days by stating the reasons why a stay is warranted.

Pursuant to NRS 118A.390, you may seek relief if a landlord unlawfully removes you from the premises, or excludes you by blocking or attempting to block your entry upon the premises, or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or chapter 118A of the Nevada Revised Statutes.

DECLARATION OF SERVICE

On *(insert date of service)* JUL 15 2021, I served this notice in the following manner *(check only one)*:

- ☐ By delivering a copy to the tenant(s) personally.
- ☐ Because the tenant(s) was absent from tenant's place of residence, by leaving a copy with *(insert name or physical description of person served)* _____, a person of suitable age and discretion, AND mailing a copy to the tenant(s) at tenant's place of residence.
- ☐ Because neither tenant nor a person of suitable age or discretion could not be found there, by posting a copy in a conspicuous place on the property, AND mailing a copy to the tenant(s) at the place where the property is situated.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

JUL 15 2021Kevin DunnR-2019-03009/NV#1711[Signature]*(Date)**(Server's Name)**(Server's Badge/License #)²**(Server's Signature)*

¹ Judicial days do not include the date of service, weekends, or certain legal holidays.

² A server who does not have a badge or license number may be an agent of an attorney licensed in Nevada. Notices served by agents must also include an attorney declaration as proof of service.

State courts do not adjudicate whether an action could be properly removed. Once a defendant has filed a notice to remove a case, jurisdiction is transferred automatically and *immediately* by operation of law from the state court to the federal court. Any objection to removal must be presented to the federal court. If a federal court finds that the notice of removal was in fact defective, or that the federal court does not have jurisdiction, the case is remanded to the state court.

A defendant used to have to formally petition the federal court for the right to remove, and jurisdiction was not transferred until the federal court entered a formal order to that effect. The petition procedure was abolished around 1980 by Congress and replaced with the simple filing-of-notice removal procedure, although federal courts still see the occasional petition for removal or a motion for remand due to the lack of such a petition.

There is no reverse "removal". That is, if a case originates in a federal court, there is no ability for a defendant to remove a case from federal court into state court. If the federal court lacks jurisdiction, the case is dismissed. Only cases that originate in a state court and are improperly removed to a federal court may be sent back to the state court where they started.

A defendant can waive the right to remove by contract, although courts take different positions about what language is necessary to create a waiver.^[7]

Remand orders are not generally appealable, but may be appealed in the case of removals brought under the Class Action Fairness Act of 2005 or where the Federal Deposit Insurance Corporation appeals a remand order under 12 U.S.C. § 1819(b)(2)(C). An alleged waiver of removal rights is also appealable, since the issue is not jurisdiction but the legal effect of the defendant's actions and agreements.

References

1. *Caterpillar, Inc. v. Lewis*. 519 U.S. 61 (<https://supreme.justia.com/cases/federal/us/519/61/>) (1996).
2. *Federalist No. 80*
3. *Destfino v. Reiswig*, 630 F.3d 952 (9th Cir. 2011).
4. Samuel S. Wilson, *Criminal Power* (http://www.ca6.uscourts.gov/lib_hist/cases/criminal.html), History of the Sixth Circuit
5. <https://www.law.cornell.edu/uscode/text/28/1442> RET. April 09, 2018
6. *Tedford v. Warner-Lambert Co.*, 327 F.3d 423 (5th Cir. 2003)
7. Coale, Visosky & Cochrane, *Contractual Waiver of the Right to Remove to Federal Court* (<http://600camp.com/wp-content/uploads/2012/01/Right-to-Remove-Article.pdf>), 29 Rev. Litig. 327 (2010).

External links

- 28 U.S.C § 1441 - Actions removable generally (<https://www.law.cornell.edu/uscode/text/28/1441->)
-

Retrieved from "https://en.wikipedia.org/w/index.php?title=Removal_jurisdiction&oldid=881233325"

This page was last edited on 1 February 2019, at 07:07 (UTC).

EXHIBIT H

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

PARNELL COLVIN, an individual,

Plaintiff,

v.

TAKO LLC, a Nevada Limited Liability
Company,

Defendants.

Case No. 2:21-cv-01373-APG-BNW

Order Granting Motion to Dismiss

[ECF No. 3]

Plaintiff Parnell Colvin commenced this action by filing an untitled document. ECF No.

1. For purposes of this order, I will treat that document as a complaint. Defendant Tako LLC moves to either remand this case to the Las Vegas Justice Court or dismiss it. ECF No. 3. Colvin has not opposed the motion, so I could grant it for that reason. *See* Local Rule 7-2(d) (“The failure of an opposing party to file points and authorities in response to any motion . . . constitutes a consent to the granting of the motion.”). But I will grant the motion in part on its merits because the complaint fails to state a claim.

Tako contends this court lacks subject matter jurisdiction over the case. It argues that diversity jurisdiction does not exist because Parnell is a Nevada resident and Tako is a Nevada limited liability company. ECF No. 3 at 6. But Tako does not identify the citizenship of its members. *See Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006) (stating that “an LLC is a citizen of every state of which its owners/members are citizens”). Tako also asserts that the amount at issue in this case does not meet this court’s \$75,000.00 jurisdictional floor because Colvin owes \$73,920.00 in rent. ECF No. 3 at 6. Colvin does not

1 refute this contention, so even if there is complete diversity of citizenship of the parties, this
2 court still could not exercise diversity jurisdiction over this case.

3 But Colvin seems to base his complaint on federal question jurisdiction. *See* ECF No. 1 at
4 1 (“The plaintiff[‘s] claims are federal issue[s] and therefore the federal court should be the court
5 to hear and make a ruling on the merits.”); *Id.* at 2 (referring to the automatic stay of the
6 bankruptcy code and the eviction moratorium issued by the federal Centers for Disease Control
7 and Prevention (CDC)). While Tako argues that Colvin cannot prevail on his claims, that does
8 not mean his claims do not arise under the laws of the United States. 28 U.S.C. § 1331. Federal
9 question jurisdiction might exist.

10 I will dismiss the complaint because it fails to state a claim. Colvin contends that Tako’s
11 efforts to evict him are barred by the eviction moratorium issued by the CDC. ECF No. 1. But
12 the United States District Court for the District of Columbia held “that the CDC lacked statutory
13 authority to impose the moratorium,” and the Supreme Court has signaled its agreement with that
14 outcome. *Ala. Ass’n of Realtors v. Dep’t of Health & Hum. Servs.*, 141 S. Ct. 2485, 2487 (2021)
15 (citing *Ala. Ass’n of Realtors v. Dep’t of Health & Hum. Servs.*, 2021 WL 1779282, at *10
16 (D.D.C. May 5, 2021)). Thus, it appears the moratorium does not provide a basis for Colvin’s
17 claims. Regardless, the claim is not sufficiently pleaded for me to find it is plausible.

18 Colvin also contends he is protected from eviction by the automatic stay of the
19 bankruptcy code. ECF No. 1 at 2. But his bankruptcy proceedings were dismissed on July 7,
20 2021, so the automatic stay was dissolved before Tako served its papers to evict Colvin more
21 than a week later. ECF No. 3 at 9; ECF No. 3-2. Therefore, the bankruptcy code does not
22 prohibit Tako from evicting Colvin.

1 Colvin's complaint (such as it is) has not shown a plausible claim for relief. Therefore, I
2 must dismiss it. *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (holding that when
3 claims have not crossed the line from conceivable to plausible they must be dismissed).

4 Tako's request that I remand this case to the Las Vegas Justice Court is improper because
5 Colvin commenced this action with an initial pleading in this court. If the case had been
6 removed from state court, Colvin would remain the defendant as in the state court eviction case,
7 and the operative pleading would be Tako's complaint. Instead, Colvin is the plaintiff asserting
8 claims against Tako. ECF No. 1. Therefore, this is an original action and remand is improper.
9 Dismissal is the appropriate way to address Colvin's defective pleading. Colvin is a *pro se*
10 plaintiff, and because it may be possible for him to plausibly assert a valid claim, I will allow
11 him to file an amended complaint if sufficient facts exist to do so.

12 I THEREFORE ORDER that the motion to dismiss (ECF No. 3) is granted in part. The
13 complaint (ECF No. 1) is dismissed. I grant plaintiff Parnell Colvin leave to file an amended
14 complaint, if sufficient facts exist to do so, by **December 10, 2021**. If Colvin fails to file an
15 amended complaint by that date, this case will be closed.

16 DATED this 23rd day of November, 2021.

17
18 

19 UNITED STATES DISTRICT JUDGE
20
21
22
23

EXHIBIT I

Las Vegas Justice Court
Electronically Filed
7/21/2021 3:36 PM
Melissa Saragosa
CLERK OF THE COURT

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the provided by local rules of court. This form, approved by the Judicial Conference of the United States purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON REVERSE PAGE OF THIS FORM.)

2:21-cv-01373-APG-BNW

I. (a) PLAINTIFFS

Parnell Colvin, Pro Se

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

CLARK

JUL 21 2021

(c) Attorneys (Firm Name, Address, and Telephone Number)

Parnell Colvin, Pro Se

6681 TARA AVE, LAS VEGAS, NV 89146

DE
TAKEN ON
OF RECORD

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

CLARK

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

DEPUTY

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

TITLE 28 USC SECTION 1441

Brief description of cause:

REMOVING CASE FROM STATE COURT TO FEDERAL COURT THAT HAS JURISDICTION OVER MY FEDERAL ISSUES AND CLAIMS.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE MELISSA SARAGOSA

DOCKET NUMBER 21E014316

DATE

JULY 21, 2021

SIGNATURE OF ATTORNEY OF RECORD

PARNELL COLVIN, PRO SE

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

State courts do not adjudicate whether an action could be properly removed. Once a defendant has filed a notice to remove a case, jurisdiction is transferred automatically and *immediately* by operation of law from the state court to the federal court. Any objection to removal must be presented to the federal court. If a federal court finds that the notice of removal was in fact defective, or that the federal court does not have jurisdiction, the case is remanded to the state court.

A defendant used to have to formally petition the federal court for the right to remove, and jurisdiction was not transferred until the federal court entered a formal order to that effect. The petition procedure was abolished around 1980 by Congress and replaced with the simple filing-of-notice removal procedure, although federal courts still see the occasional petition for removal or a motion for remand due to the lack of such a petition.

There is no reverse "removal". That is, if a case originates in a federal court, there is no ability for a defendant to remove a case from federal court into state court. If the federal court lacks jurisdiction, the case is dismissed. Only cases that originate in a state court and are improperly removed to a federal court may be sent back to the state court where they started.

A defendant can waive the right to remove by contract, although courts take different positions about what language is necessary to create a waiver.^[7]

Remand orders are not generally appealable, but may be appealed in the case of removals brought under the Class Action Fairness Act of 2005 or where the Federal Deposit Insurance Corporation appeals a remand order under 12 U.S.C. § 1819(b)(2)(C). An alleged waiver of removal rights is also appealable, since the issue is not jurisdiction but the legal effect of the defendant's actions and agreements.

References

1. *Caterpillar, Inc. v. Lewis*. 519 U.S. 61 (<https://supreme.justia.com/cases/federal/us/519/61/>) (1996).
2. *Federalist No. 80*
3. *Destfino v Reiswig*, 630 F.3d 952 (9th Cir. 2011).
4. Samuel S. Wilson, *Criminal Power* (http://www.ca6.uscourts.gov/lib_hist/cases/criminal.html), History of the Sixth Circuit
5. <https://www.law.cornell.edu/uscode/text/28/1442> RET. April 09, 2018
6. *Tedford v. Warner-Lambert Co.*, 327 F.3d 423 (5th Cir. 2003)
7. Coale, Visosky & Cochrane, *Contractual Waiver of the Right to Remove to Federal Court* (<http://600camp.com/wp-content/uploads/2012/01/Right-to-Remove-Article.pdf>). 29 Rev. Litig. 327 (2010).

External links

- 28 U.S.C § 1441 - Actions removable generally (<https://www.law.cornell.edu/uscode/text/28/1441->)

Retrieved from "https://en.wikipedia.org/w/index.php?title=Removal_jurisdiction&oldid=881233325"

This page was last edited on 1 February 2019, at 07:07 (UTC).

EXHIBIT J

JUSTICE COURT, LAS VEGAS TOWNSHIP**CLARK COUNTY, NEVADA**

TAKO LLC,

Tenant(s),

vs.

PARNELL COLVIN,

Tenant(s).

CASE NO.: 21E014316**DEPT. NO.: JC Civil Evictions****ORDER VACATING HEARING and
CONTINUING STAY UNDER
FEDERAL REMOVAL**

This matter was initiated by Landlord's service of a 30-day "no cause" tenancy termination notice on June 2, 2021 and a 5-day unlawful detainer on July 15, 2021. Tenant filed a contesting affidavit on July 19, 2021. Tenant filed a Civil Cover Sheet assigned case number 2:21-cv-01373-APG-BNW suggesting removal to federal court on July 21, 2021. Landlord filed Complaint for summary eviction on August 28, 2021. An order setting hearing was automatically generated upon Landlord's filing, Tenant's Notice of Removal having simply been uploaded by Tenant electronically. Tenant filed "Documents in Support" on August 19, 2021 regarding his removal notice.¹ The hearing was then vacated on August 26, 2021 based upon Tenant's removal filing.

On January 5, 2022, Landlord filed a Motion to Place on Calendar asserting that Tenant had filed multiple actions in federal district and bankruptcy courts and that all Tenant's filings were denied by the respective courts. Based upon dismissal of federal actions, the matter was placed on calendar. Shortly thereafter, Tenant filed on January 18, 2022 a second "Documents in Support" to which he attached a new federal Civil Cover Sheet for case number 2:22-cv-00082-

¹ Tenant states in this filing: "It is being prosecuted in federal court." The court will note that Tenant's case 21:-cv-01373 was dismissed by order of the federal court on January 6, 2022 (Document 10) for Tenant's failure to comply with the district court's order to amend his complaint by December 10, 2021.

1 RFD-DJA.² On January 19, 2022, the court issued an order vacating the summary eviction
2 hearing based upon Tenant's removal notice.

3 On August 4, 2022, Landlord filed a second Motion to Place on Calendar. Landlord
4 attached a court order entered on August 1, 2022 in the Tenant's bankruptcy action, BK-22-
5 11413-abl, whereby his bankruptcy was dismissed for Tenant's failure to file all information
6 required by Section 521(a)(1) of the bankruptcy code, in addition to the fact that "Debtor's history
7 of nine previous failed bankruptcy petitions (ten counting this one) amounts to unreasonable delay
8 to all creditors that is prejudicial to creditors."

9 Pro Tem Hearing Officer Holly Stoberski, filling in for Hearing Officer Amy Ferriera,
10 reviewed on August 8, 2022 the Landlord's Motion to Place on Calendar, signing an order placing
11 the matter on calendar for hearing on the basis of the bankruptcy dismissal. The order was filed
12 on August 11, 2022 and a notice of hearing generated pursuant to the same. The court notes the
13 complexity of the case with its numerous filings and the various dismissals of Tenant's actions in
14 both the federal district court and bankruptcy court pose a confusing history by which Ms.
15 Stoberski would not have necessarily determined the matter should have remained stayed until
16 conclusion of the second federal removal.

17 After service upon the parties of the Notice of Hearing for August 25, 2022, Tenant made
18 repeated attempts to speak ex-parte with personnel and/or Judge Saragosa in Department 4 of the
19 Las Vegas Justice Court to insist that the matter should not be on calendar. This hearing officer's
20 understanding is that Tenant was instructed to make a formal filing for the court to consider so as
21 to avoid ex parte communication. Tenant filed on August 18, 2022 a document which bears the
22 date of January 18, 2022 entitled "Documents in Support of Cover Sheet Notice of Removal to
23 Federal Court and Prior Order Vacating Hearing Due to Removal." Notwithstanding the
24 erroneous date, Tenant attached a number of documents to his filing, including Judge Saragosa's
25

26
27 ² The court notes that Tenant has twice filed for extensions of time to serve Landlord in this federal action further
28 delaying Landlord notice of the action and opportunity to contest and/or seek dismissal. Additionally, the court
notes that the Tenant's Proof of Service upon Landlord in 22-cv-00082, filed on the last day of the court's second
extension of time to serve, July 5, 2022, was signed by Monique Brown who Tenant has indicated in prior
proceedings is Tenant's wife. Tenant appears to not have used a disinterested third party to effectuate service upon
Landlord.

1 August 26, 2021 Order Vacating Hearing. This order was no longer an effective order as it had
2 been superseded by this Hearing Officer's January 19, 2022 Order Vacating the January 2022
3 hearing date. Tenant did not attach the January 19, 2022 Order, but the court recognizes its
4 efficacy.

5 Accordingly, the court hereby vacates the August 25, 2022 hearing on the basis of
6 Tenant's second removal action, which the court notes, but for the reference to Title 28 USC 1441
7 and Tenant checking the Removal box, reads much like a standalone complaint where Tenant has
8 made a \$1500 demand as a claim for civil rights violations.

9 While the filings and timing by Tenant of his various pleadings might be determined to be
10 an abuse of process for the purpose of delay, it is the federal district court which would make such
11 findings. At this point, the court recognizes Tenant's removal action 2:22-cv-00082-RFB-DJA.
12 The court therefore vacates the hearing set for 10:00 a.m., August 25, 2022 until the federal court
13 may take action which would permit the justice court to move forward. If such occurs, Landlord
14 may refile its motion to place on calendar.

15
16 DATED this 23 day of August, 2022.

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18 
19 **HEARING MASTER DAVID BROWN**
20 **LAS VEGAS JUSTICE COURT**
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